



Setti D. Warren  
Mayor

## THE PUBLIC BUILDINGS DEPARTMENT

Joshua R. Morse, Commissioner

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52 ELLIOT STREET

NEWTON HIGHLANDS, MA 02461

January 16, 2014

Enclosed please find the information package which outlines the basic scope of services desired by the City of Newton Public Buildings Department to provide Clerk of the Works services for (1) the Fire Station 10, Wires Division & Temporary Facilities project, 755 Dedham Street, Newton, MA 02459 and (2) potentially other construction projects.

You are requested to submit a response to the Questionnaire (Attachment A) to be considered for the position of clerk of the works. Concise, succinct proposals are appreciated. Please submit only that information which you feel is pertinent to the work for which you are applying.

This request for a Statement of Interest (SOI) is one of a series to be issued with respect to City of Newton construction projects. Potential individual consultants are encouraged to submit their qualifications for any or all of the projects.

Please submit one copy of the completed questionnaire and copy of the Tax Attestation Statement **no later than 2:00 p.m. on January 30, 2014** to:

City of Newton  
Public Buildings Department  
C/O Donna Anastasia  
52 Elliot Street  
Newton Highlands, MA 02461  
Telephone (617) 796-1600

## CLERK OF THE WORKS SERVICES PROJECT INFORMATION PACKAGE

### **Statement of Objectives**

The City of Newton, through its Public Buildings Department, is currently seeking SOIs from individuals for professional services for the following \$4, 500,000.00 project funded through the City's Public Buildings Department, specifically to provide Clerk of the Works Services for Fire Station 10, Wires Division & Temporary Facilities project, 755 Dedham Street, Newton, MA 02459 ("Project") and other construction projects.

### **Project Description**

The Project is divided into three (3) major Phases of Work:

#### **Phase I Construction of Temporary Facility and associated Site Work – (525 Winchester Street)**

Construction of a temporary fire station facility consisting of a pre-fabricated tent structure to accommodate fire apparatus and equipment, a modular structure to house living quarters for up to four fire-fighters, and connections to temporary utilities. Substantial Completion of Phase I to occur within 84 calendar days of the Contractor's Notice to Proceed. Upon Substantial Completion of Phase I, the City will have 14 calendar days to move out of the existing Fire Station 10.

#### **Phase II Main Site - Construction of Fire Station 10, Wires Division, and Site Work**

Upon completion of move out the Contractor shall commence Work on Phase II which is the abatement and demolition of the existing fire station and the construction of a new Fire Station 10, Wires Division building, and associated site work. Substantial Completion of Phase II shall occur within 462 calendar days of Contractor's Notice to Proceed.

#### **Phase III Removal of Temporary Facility and Site Restoration**

Upon Substantial Completion of Phase II, the City will have 7 calendar days to move out of the Temporary Facility. Upon completion of move out the Contractor shall commence removal of temporary structures and restore site. Substantial Completion of Phase III shall occur within 499 calendar day of Contractor's Notice to Proceed.

The Project will comply with all applicable codes, rules and regulations, including but not limited to, the latest Massachusetts State Building Code, the 8<sup>th</sup> Edition, including the recently adopted "Stretch" Energy Code, the rules and regulations of the Architectural Access Board, and the Americans with Disabilities Act, as applicable. It is anticipated that Contractor Notice to Proceed will be given by mid-March 2014. Substantial Completion shall be August 2015 and Final Completion for the project shall be on or before November 30, 2015.

## **Disclosure**

The questionnaire submitted in response to this advertisement will be considered the property of the City of Newton, and may be utilized as deemed appropriate by the City.

1. Should the offeror desire that certain data within the questionnaire not be utilized for purposes other than for the evaluation of submissions, such data shall be identified on the cover page of the Questionnaire with the written provision that if a contract is awarded as a result of this Questionnaire, the City of Newton shall have the right to use or disclose such data as deemed appropriate. Unless restricted as above, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Massachusetts Public Records law.
2. This selection is **NOT** governed by the Commonwealth of Massachusetts Designer Selection Process, for the selection of designers for any municipal building project subject to the state designer selection law, M.G.L. c. 7C, §§44-58, nor is the selection subject to the provisions of §11-8 of the City of Newton Charter, nor to M.G.L. c. 30B.

## **Minority Outreach**

Qualified minority individuals are encouraged to submit expressions of interest.

## **Equal Opportunity Requirements**

Offerors are hereby advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the intent to comply in all respects with the following non-discrimination provisions as applicable:

Title VI, Civil Rights Act of 1964, as amended.

Title VII, Civil Rights Act of 1968, as amended.

## **State Tax Requirements**

As required by Chapter 233, Acts of 1983, the successful consultant will be required to sign an attestation form certifying that all state tax returns have been filed and all state taxes paid.

Offerors are advised that submission of a signed questionnaire in response to this advertisement will be deemed to express the offerer's intent to comply with Massachusetts statutes.

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### I. Information to Applicants

Attachment A	Questionnaire: Minimum Qualifications, Selection Criteria and Submission Requirements
Attachment B	Tentative Schedule for Selection Process
Attachment C	Draft Agreement with Scope of Services

## INFORMATION FOR APPLICANTS

1. Applicants may direct written Questions regarding the selection process and/or the Questionnaire **no later than 5:00 p.m., January 21, 2014 to:**

City of Newton Purchasing Department  
**[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)**  
617-796-1220

The City will make best efforts to give written Responses to the Questions to all individuals or firms requesting a copy of this SOI **no later than January 24, 2014.**

2. To receive Addenda or Responses to Questions that may be issued, Applicants are requested to register with City of Newton Purchasing Department at above email address.
3. Applicants must submit four (4) copies of the completed Questionnaire and any additional information **no later than 2:00 p.m. January 30, 2014 to:**

City of Newton  
Public Buildings Department  
c/o Donna Anastasia  
Public Buildings Department  
52 Elliot Street  
Newton Highlands, MA 02461  
Telephone (617) 796-1600

4. The Questionnaire submitted in response to this SOI will be considered the property of the City of Newton, and may be utilized as deemed appropriate by the City.
5. The City of Newton reserves the right to waive minor informalities, to request additional information if necessary to clarify the information contained in the Questionnaire, and/or to reject all completed Questionnaires received and to terminate this solicitation as may serve the best interests of the City.
6. The fee has not been set, but will be subject to negotiations.

## Attachment A

### QUESTIONNAIRE

#### MINIMUM QUALIFICATIONS, SELECTION CRITERIA AND SUBMISSION REQUIREMENTS

Individuals interested in being considered as Project Clerk or the Works should provide the following information:

#### I. Minimum Qualifications:

The individual must possess the following minimum qualifications:

1. 5-8 years experience as an Architect, Engineer or Contractor in Building Construction.
2. Degree in Architectural Engineering or Construction Management, or 10-15 years field experience as a Clerk of the Works/Construction Management.
3. Thorough knowledge of procedures, requirements, and practices of agencies related to the design and construction of municipal buildings.
4. Thorough knowledge of Massachusetts State Building Codes and regulations of the Architectural Barriers Board.
5. Thorough knowledge of and familiarity with the public design and construction laws of the Commonwealth of Massachusetts and the requirements thereof.

#### II. Selection Criteria

The City of Newton will use the following criteria to select Semi-finalists and Finalists:

1. Prior similar experience best illustrating current qualifications to provide requested services. Minimum 5 years Construction Administration experience.
2. Demonstrated successful past performance on public and private projects.
  - a. Ability to observe and report on quality of work, and assess completion progress of construction.
  - b. Ability to maintain complete and accurate records including confirmation of quantities of work associated with unit costs.
  - c. Ability to monitor and evaluate construction schedule.
  - d. Thorough understanding of construction and contract documents.

- e. Ability to evaluate Contractor's suggestions and recommendations.
  - f. Ability to observe and report on required testing and coordination with Commissioning Agent.
  - g. Ability to review and evaluate shop drawings, submittals and cost proposals and provide input to Architect and Owner.
  - h. Ability to review Contractor Applications for Payment.
  - i. Ability to evaluate punch lists and completeness of work for Substantial completion, Certificates of Occupancy, and Final Completion.
  - j. Ability to perform Project close-out documentation, and procedures.
- 3. Geographical location of the individual with respect to the Project.
  - 4. Review of previously completed similar projects for other communities, if submitted by the applicant.
  - 5. Ability of individual to work with all stakeholders in a complex public construction project, including but not limited to, Contractors, Sub-Contractors, Architects, Consultants, and various Departments of the City of Newton.

### III. Submission Requirements

Each individual desirous of consideration will submit the following:

- 1. The applicant must complete and sign the Questionnaire.
- 2. Resume of the individual.
- 3. Examples of projects completed (within the past five [5] years) of comparable size and complexity.
- 4. At least five (5) references of persons who are familiar with your work (and City is to have express permission to contact either in person, by phone, and/or correspondence as to past performance).

Attachment B

CITY OF NEWTON  
PUBLIC BUILDINGS DEPARTMENT  
TENTATIVE SCHEDULE FOR SELECTION PROCESS

The following is the tentative schedule for the Selection Process. Interested parties should check with the Newton Public Buildings Department to see if there have been revisions to this tentative schedule.

January 16, 2014	EOI available
January 30, 2014	Applicants submit completed Questionnaires and Sub-consultant Acknowledgements, due by 2:00 p.m.
January 31 – February 4, 2014	Review resumes and references
February 4, 2014	Notify Semi-Finalists of interview date
February 6, 2014	Interview Semi-Finalists and select finalist.
February 12, 2014	Review Fee Proposal
February 14, 2014	Award

Attachment C

**DRAFT**

**AGREEMENT FOR CLERK OF THE WORKS SERVICES  
FOR FIRE STATION 10, WIRES DIVISION, & TEMPORARY FACILITY  
755 DEDHAM STREET, NEWTON, MA 02459**

This AGREEMENT made this day of \_\_\_\_\_ in the year Two Thousand Fourteen by and between

XXXXXX,

hereinafter referred to as the “CLERK”, and the

**CITY OF NEWTON**

A municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts referred to as the CITY acting by and through its Public Building Commissioner, but without personal liability to her, hereinafter referred to as “the City”. WITNESSETH THAT:

It is the intention of the City to compensate the Clerk of the Works as provided under the terms and conditions of this Agreement as consideration for Clerk of the Works for Fire Station 10, Wires Division & Temporary Facilities project, 755 Dedham Street, Newton, MA 02459; and,

Whereas the City of Newton has commenced the Project which will take approximately twenty-two months; and

Whereas, for the duration of the Project’s construction, the City of Newton requires the services of an individual knowledgeable in the construction of buildings comparable to the Project to perform various services as more specifically set forth below; and,

Whereas, XXXXX XXXXX, (the “City of Newton’s Clerk of the Works”) is capable and willing to provide such services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES During construction of the Project, the OWNER'S Clerk of the Works shall report to the Public Buildings Commissioner and shall perform the following tasks:

1.1. General

1.1.1. Observe the progress and quality of the Work as is reasonably necessary at that stage of construction to determine in general that it is proceeding in accordance with the Contract Documents. Maintain records at the construction site in an orderly manner. Include correspondence, Contract Documents, Change Orders, Construction Change Authorizations, Architect's Supplemental Instructions, reports of site conferences, Shop Drawings, Product Data, Samples, supplementary drawings, color schedules, requests for payment, and names and addresses of contractors, sub-contractors and principal material suppliers.

1.1.2. Serve as the liaison between the Public Buildings Commissioner, the Architect and the Contractor to facilitate communication and the working relationship between such parties;

1.1.3. Furnish such reports on the Project as requested by the Public Buildings Commissioner, including but not limited to, daily manning, information supplied by the Contractor and sub-contractors;

1.1.4. Review, recommend responses and provide follow-up supervision to all reports, requests, records, correspondence and other information submitted to the Public Buildings Commissioner which relates to the Project;

1.1.5. Advise the Public Buildings Commissioner as to the necessity of obtaining additional information and/or services required for the successful completion of the Project;

1.1.6. Assist the Public Buildings Commissioner in the administration of contracts for consultants hired by the OWNER and/or the Architect for the Project;

1.1.7. Coordinate the activities of various City of Newton departments with regard to the Project's construction;

1.1.8. Attend meetings, including night meetings, as requested by the Public Buildings Commissioner with the Architect, the Newton Board of Aldermen or aldermanic committee, the OWNER'S Design Review Committee or such other Project review committees established by the OWNER, future user groups of the Project, including, but not limited to, the meeting of regulatory agencies, bodies or committees having jurisdiction over the Project, and public informational meetings;

## 1.2 Cost Management Services

- 1.2.1. Review the Project's budget and monthly reports on the Project's current estimated completion cost vs. the Project's budgeted cost;
- 1.2.2. Review the Contractor's estimates of construction costs for compliance with the OWNER'S construction budget and advise the Public Buildings Commissioner of alternative systems and/or materials and/or construction techniques would could result in a reduction in costs without comprising the construction bid specifications;
- 1.2.3. Review and make recommendations to the Public Buildings Commissioner for approval or adjustment of the Contractor's Progress Payment Schedules and Progress Payment Requests;
- 1.2.4. Review and make recommendations to the Public Buildings Commissioner as to any change orders requested by the Contractor;

## 1.3. Construction Scheduling

- 1.3.1. Review the Project with regard to construction practicality and scheduling and review the Contractor's construction schedule to insure that the same is realistic and complies with the Project's Construction Contract;
- 1.3.2. Attend weekly construction meetings and prepare a summary of the weekly meetings for the Public Buildings Commissioner;
- 1.3.3. Prepare a monthly status report which compares the actual state of completion of the Project to the Contractor's construction schedule and makes recommendations to the Public Buildings Commissioner as to any actions which may expedite the progress of the Project;
- 1.3.4. Work with the Architect and Contractor in establishing and maintaining the Project's construction schedule, and work with the Contractor to expedite the actual progress of the Project should construction be behind schedule.

## 1.4. Project Coordination

- 1.4.1. Make daily on-site observations as to the progress of the Project and consult with the general contractor's project foreman on a daily basis as to any immediate concerns of either the OWNER, or Contractor;
- 1.4.2. Assist the Public Buildings Commissioner in evaluating the Architect's Interpretations of the Project's construction contract;

1.4.3. Assist the Public Buildings Commissioner in dealing with the Architect and the Contractor with regard to construction problems which may develop during the course of the Project;

1.4.4. Review the Architect's and Contractor's programs for efficient processing of shop drawings, vendor documents, warranties and the like, and advise the Public Buildings Commissioner if any problems develop with regard to the processing of such documents which will impact the Project's construction schedule;

1.4.5. Monitor the submission of record drawings to see that the same are kept current and produced in accordance with the Project's Construction Contract;

1.4.6. Assist the Public Buildings Commissioner in closing out the Project's Construction Contract;

1.4.7. Assist the OWNER'S employees and representatives in preparing a schedule which coordinates the occupancy of the Project following completion of construction;

1.4.8. Provide public information services concerning the Project as requested by the Public Buildings Commissioner;

2. AUTHORITY The OWNER'S Clerk of the Works shall consult with the Public Buildings Commissioner with regard to the services being provided under this Agreement and shall not take any action in the OWNER'S name without obtaining the prior approval for such action from the Public Buildings Commissioner.

3. DURATION Work under this Agreement shall commence on February XX, 2014. This Agreement shall be in effect for the duration of the Project's construction, which is expected to take approximately twenty-two months from the date of this Agreement, subject to the annual encumbrance of funds by way of an amendment to this Agreement to pay for the services to be provided under this Agreement and further subject to the provisions concerning termination of this Agreement as set forth below. During each 52 weeks in which this Agreement is in effect, the OWNER'S Clerk of the Works shall provide services for 52 weeks, 5 days per week. The OWNER'S Clerk of the Works daily work schedule shall coincide with the Contractor's daily work schedule for this Project. In addition, the OWNER'S Clerk of the Works shall attend evening meetings as required in Paragraph 1, SCOPE OF SERVICES.

4. COMPENSATION The OWNER agrees to pay the OWNER'S Clerk of the Works a fee of \$ XX,XXX in full and complete satisfaction for all services required in Paragraph 1 SCOPE OF SERVICES, for each 52 weeks when services are provided. The OWNER'S Clerk of the Works shall not be entitled to be reimbursed for any expenses incurred by him in the performance of this Agreement, provided, however, that the OWNER shall supply the OWNER's Clerk of the Works with office space at the Project's site as well as sufficient office equipment, and secretarial assistance (which

assistance shall be available at the OWNER'S Elliot Street Public Buildings Department Offices) as necessary to perform the services required under this Agreement. The OWNER'S Clerk of the Works shall submit a weekly invoice for services rendered to the Public Buildings Commissioner and the OWNER shall pay such all approved invoices within 10 days of its receipt of the same.

5. INDEPENDENT CONTRACTOR The OWNER'S Clerk of the Works acts as an independent contractor when providing services under this Agreement, not as an employee of the OWNER, and shall not claim nor be entitled to receive any employee benefits such as, but not limited to, medical insurance, pension or social security benefits, sick leave, workmen's compensation or unemployment benefits.

6. SUB-CONTRACTING OR ASSIGNMENT The OWNER'S Clerk of the Works shall not sublet, assign or transfer any part of his obligations under this Agreement without the prior written approval of the OWNER.

7. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement. In such event, the City shall give a written notice within five days to the Consultant of such termination and specifying the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver of any property of assignment for the benefit of creditors by, or commencement of any proceeding under any bankruptcy or insolvency laws by or against, the Consultant. In the event that termination takes place, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant and the City may withhold any payments to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

8. Termination for the Convenience of the City. The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 7 above shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Consultant will be paid an amount

which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement, less payments of compensation previously made.

9. Changes. The City may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated by written amendments to this Agreement.
10. Incorporation of Non-Discrimination Laws and Regulations. It is understood that the Consultant is expected, and hereby agrees to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of this nature. In particular, the Consultant agrees to comply with the Mayor's Affirmative Action Policy Statement, attached hereto as Schedule E, and as further amplified by the City's Affirmative Action Plan.
11. Interest of Members of the City. No officer, member, or employee of the City and no members of its governing body of the localities in which the Project is situated of being carried out who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or in which he has any personal or pecuniary interest, direct or indirect.
12. Assignability. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.
13. Interest of Consultant. The Consultant covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.
14. Findings Confidential. Any reports, information, data, etc. given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.
15. Identification of Documents. All reports, and documents completed as a part of this Agreement, other than the documents exclusively for internal use within the City, shall carry the following notation on the front cover or a title page, containing the name of the City:

City of Newton  
Public Buildings Department  
52 Elliot Street  
Newton Highlands, MA 02461

16. Ownership of Documents. All drawings, specifications and correspondence, etc. shall become the property of the City whether the Project for which they are made is executed or not. They are not to be used by the Consultant on other projects or extensions to this Project or for promotional advertisement, etc., except with written approval of the City.
17. Extent of Agreement. This Agreement represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Consultant.
18. Governing Law. This Agreement shall be governed by the Laws of the Commonwealth of Massachusetts and Ordinances of the City of Newton.

## SIGNATORIES

IN WITNESS WHEREOF, the parties have executed this Agreement in quintuplicate.

CLERK OF THE WORKS

OWNER

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Public Buildings Commissioner

I hereby certify that funds are available  
for this Agreement within Account No.  
38A11509-530205 in the amount of  
\$00

For Approved as to Legal Form  
Character

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Comptroller

---

Assistant City Solicitor

Approved and Bond Waived

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Mayor

MM/DD/2014

SCHEDULE C

SATISFACTION OF STATE TAX REQUIREMENTS

ATTEST FORM

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate  
Name

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Corporate Officer (if applicable)